

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL CONTRACT 292 (MC2017-86)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-115

**USPS NOTICE OF AMENDMENT TO
PRIORITY MAIL CONTRACT 292, FILED UNDER SEAL**
(January 23, 2020)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 292, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 292 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail Contract 292. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

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January 23, 2020

ATTACHMENT A TO REQUEST

REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 292

**AMENDMENT #2
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL SERVICE**

WHEREAS, the United States Postal Service (“the Postal Service”) and [REDACTED] (“Customer”) entered into a Shipping Services Contract regarding Priority Mail Service, Contract 292/Docket No. CP2017-115, on January 30, 2017.


WHEREAS, the Parties desire to amend the terms in Sections I.A, I.B, I.D., I.E, and add new I.H and Table A to the Contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.


[Replace Sections I.A., I.B., I.D., I.E., in their entirety, and add new I.H., and Table A, as follows:]

I. Terms

- A. Except to the extent different terms or prices are specified in this Contract, applicable provisions of the Domestic Mail Manual (as may be regularly updated by the Postal Service and posted at http://pe.usps.com/text/dmm300/dmm300_landing.htm) and of other postal laws and standards, including USPS Publication 52 – *Hazardous, Restricted, and Perishable Mail*, apply to mail tendered under this Contract.
- B. This Contract applies to Customer’s inbound and returns, excluding packages originating from and/or addressed to ZIP Codes contained in Table A below (collectively, “Contract Packages”):
 - 1. Priority Mail weight-based packages that do not exceed [REDACTED];
 - 2. Priority Mail cubic packages that do not exceed [REDACTED]; and
 - 3. Priority Mail Flat Rate Envelopes [REDACTED].



The ZIP Codes listed in Table A may be modified by the Parties from time to time by written mutual agreement.

- C. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number and/or PC Postage account to ship such packages, and will use the Electronic Verification System (“eVS”), other USPS approved manifest systems, or USPS approved PC Postage vendors for payment of such packages. The Parties have mutually agreed to specific shipping locations from where Contract Packages must originate, along with the associated Customer Registration ID, Mailer ID and Payment Method information required for each shipping location provided that dropshipping, as may be approved by the Postal Service, may originate from other locations. Contract pricing for any newly approved permits and/or PC Postage accounts will be effective within fifteen (15) business days after the Postal Service receives written notification from Customer. Only Contract Packages, and Customer’s other Priority Mail Service packages (collectively, “Total Packages”) shipped from authorized permits and/or PC Postage accounts and from the specific shipping locations agreed to by the Parties shall count toward the volume commitment in Section I.E below.
- E. Volume Commitment. Customer should ship at least  Total Packages annually.
- H. Customer expressly commits to not offer, sell, or allow the use of Contract Pricing provided in this Contract to any other entity or party (i.e. “reselling”). Customer shall not extend pricing to a third party under this Contract, including commercial published pricing for the products defined in Section I.B, or any prices below commercial published pricing. For the avoidance of doubt, a violation of this section will constitute a material breach of this Contract. This requirement may be waived in writing by the Postal Service, expressly for the limited purpose of Customer’s dropshipping activities.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: DocuSigned by: Timothy Costello 9AD5FB40E84B419...

Printed Name: Timothy R. Costello

Title: Vice President Sales

Date: 1/23/2020

